REPLIES TO PRE-BID QUERIES

Project Monitoring Consultancy Ser-vices for the Improvement Works taken up under Jal Hi Amrut scheme under EE(WWM-STP)K&T and EE(WWM-STP)K&C Valley divisions.

Tender No.: BWSSB/2025-26/SE0041, Dated:24.06.2025.

Sl. No.	RFP Reference	As per RFP	Query Requested	BWSSB Replies
1.	Section-3, Data Sheet, 3.7 Payment, Page No. 19.	b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of BWSSB, be rejected.	Due to any reason beyond the control of client, if the work extends beyond 9 months, client will provide additional applicable fee for the additional extended period. This would help in reducing the financial burden on the Consultant and smooth completion of the project. **Kindly include suitable Price escalation clause.**	Tender Conditions Prevails.
2.	4.2 Scope of Consultancy Assignment, page No. 21.	e) Carryout supervision of work for a period of 24 months for quality at site for all civil, pipeline, Mechanical, Electrical and Instrumentation works and assist BWSSB in certifying the work and appraise BWSSB from time to time.	Kindly confirm the actual time period required for carrying out Construction Supervision services, as 4.3 Time schedule states 9 months for overall project completion whereas e) states 24 months for construction Supervision. If the total period is 9 months how much duration is expected for Construction Supervision.	It will be 9 Months.
3.	4.2 Scope of Consultancy Assignment, page No. 22.	g) Carryout Inspection of equipment at manufacturer's place and witness factory testing of equipments on instruction from BWSSB on chargeable basis.	Please confirm if these charges shall include travel, accommodation cost other allowance for experts. Also, please confirm if Factory testing will be done in Bengaluru or outside Bengaluru.	Expenses will borne by Contractor/BWSSB.
4.	Table 3 – Weightage of Points for Qualification and Experience of	Table 3 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed 1. Environmental Engineer cum Team Leader – 15 marks	Please confirm whether these 6 evaluated **CV positions Only** are required to be submitted in the Technical Proposal. Please confirm.	Bidder to submit the CVs as per Table -3.

Sl. No.	RFP Reference	As per RFP	Query Requested	BWSSB Replies
	Key Personnel likely, Page No. 23.	2. Process Engineer– 15 marks 3. Structural Engineer– 5 marks 4. Mechanical Engineer– 5 marks 5. Electrical Engineer– 5 marks 6. Instrumentation Engineer– 5 marks		
5.	Table 3 – Weightage of Points for Qualification and Experience of Key Personnel likely, Page No. 23. & The Qualification and Experience Required for Key Staff, Page No. 24.	Table 3 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed 1. Environmental Engineer cum Team Leader – 15 marks 2. Process Engineer– 15 marks 3. Structural Engineer– 5 marks 4. Mechanical Engineer– 5 marks 5. Electrical Engineer– 5 marks 6. Instrumentation Engineer– 5 marks & Table: The Qualification and Experience Required for Key Staff 1. Team Leader– 1 No. 2. Structural Engineer – 1 No. 3. Electrical Engineer – 1 No. 4. Mechanical Engineer – 1 No. 5. Instrumentation Engineer – 1 No. 6. Geotechnical Engineer – 1 No. 7. Support Design Engineer – Civil/Mech./Ele. /Inst. - 1 No. 8. Site Engineer – Civil -2 No. 9. Site Engineer – Electrical– 1 No. 10. Site Engineer – Instrumentation. - 1	The Key Personnel/Expert position requirement indicated in these 2 tables are not matching. Please clarify on which table has to be considered for proposal submission. Please provide the updated table with man-months mentioned for all positions and the marking scheme amended suitably.	Bidder to submit the CVs as per Table -3.

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		No. 11. Site Engineer Mechanical – 2 No.		
6.	Table 3 – Weightage of Points for Qualification and Experience of Key Personnel likely, Page No. 23. & The Qualification and Experience Required for Key Staff, Page No. 24.	Process Engineer– 15 marks	Please indicate the man-months envisaged for this Position.	Not Applicable. This position is not required. Team Leader will be the Process Engineer.
7.	The Qualification and Experience Required for Key Staff, Page No. 26.	8. Site Engineer – Civil -2 No.(1 each for each division) 9. Site Engineer – Electrical– 1 No.(for both EE(WWM-STP)K&T and EE(WWM-STP)K&C) 10. Site Engineer –Instrumentation.(for both EE(WWM-STP)K&T and EE(WWM-STP)K&C) - 1 No 11. Site Engineer Mechanical (.(for EE(WWM-STP)K&T and EE(WWM-STP)K&C) – 2 No	We understand that the site engineers will be responsible solely for construction supervision activities at the site, and not for design, appraisal of sub-projects related to respective components, procurement assistance, or contract management. **Please confirm**	Yes, Confirmed. As per tender conditions.
8.	The Qualification	Site Engineer – Instrumentation.(for both	We understand that the total duration for	2 months only.

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	and Experience Required for Key Staff, Page Nos. 26 & 27 .	EE(WWM-STP)K&T and EE(WWM-STP)K&C) - 1 No. Total Man-Months: 12	this project is 9 months, please confirm the total man-months indicated for this position.	
9.	4.5 Specific Responsibility of Consultant, Page No. 27.	4.5 Specific Responsibility of Consultant: i) The consultant shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.	Please confirm whether the office space will be provided by client at both the places or whether the consultant has to arrange office space as well.	Consultant has to make their own office space.
10.	4.7 Payment Schedule, Page No. 28. GCC, 6.2 Mode of Billing and Payment (b), Page No. 40.	a) Payments shall be made on Percentage basis. (b) The Client shall cause the payment of the Consultant within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add for subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due, but not paid on, such due date.	Each invoice of consultant is payable **within 30 days** from the date of invoice**. Kindly confirm.**	Tender Conditions Prevails.
11.	1.7 Taxes and Duties, Page	According to Commercial Tax Department Notification No.12/2017, all services are	1. Kindly clarify whether GST is applicable for this work.	1. GST is not applicable. 2. Yes.

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	No. 30.	subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable law	2. We understand that GST has to be excluded while quoting the Financial Bid. **Kindly confirm**. 3. In the event of GST being applicable in future, will the client pay the GST at the prevailing rates. **Kindly confirm**	3. Tender conditions prevails.
12.	General Conditions of Contract, 2.7.2 By the Consultants, Page No. 33.	The Consultants may terminate this Contract, by not less than thirty (30) days' written no-tice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:	Kindly Include the below mentioned under this clause of the GCC: The Consultant should be able to Terminate this Agreement if the client becomes insolvent, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile.	Tender Conditions prevails.
13.	GCC, 8. Accountability, Page No. 43.	**8. Accountability** 8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure. 8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.	Kindly delete this clause.	As per tender.

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		8.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee		
14.	GCC, 9. Penalty, Page No. 43.	9.1 The client reserves the right to levy an additional penalty upto 5% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the pro-gramme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.	Kindly delete this clause.	Tender Conditions Prevails.
15.	SCC, 1.7.2 on Page No. 45.	1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately	Please confirm that Consultancy Services tax to be read as "Goods & Services Tax (GST).	Yes, GST is not applicable.
16.	SCC, 3.4, The risks and the coverage's shall be, Page No. 46.	The risks and the coverage's shall be: Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy;	Kindly consider the maximum liability under this consultancy contract shall be **limited to 5%** of the consultancy contract amount. please confirm.	Tender conditions prevail.
17.	General	General	If the Project gets extended beyond such dates, for reasons not attributable to Consultant, Consultant's compensation for balance scope of Project shall be escalated at 10 % per annum year on year. **Please confirm.**	Tender conditions prevail.
18.	General	Limitation of liability of the Bidder	Kindly clarify on the Limitation of Liability of the bidder under this contract. Please confirm.	Tender conditions prevail.

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19.	General	General- The Limitation of liability of the Bidder	Kindly clarify on the Limitation of Liability of the bidder under this contract. Kindly consider the **maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy Contract amount.**	
20.	General	General- Mobilization Advance.	Kindy consider 10% of the Contract Value as Mobilization advance against submission of Advance Bank guarantee. **Kindly confirm.**	Tender conditions prevail.
21.	General	General	Please include the below mentioned clause:- No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities under this Contract, except for its' own willful misconduct or as expressly provided by applicable law.	Tender conditions prevail.
22.	General	Delayed Payment Interest	Please include the below mentioned clause:- In the event that the payments are made in scheduled time, the client shall pay a monthly interest of 2% higher than prime lending rate ruling on the due date, for the actual period of delay.	Tender conditions prevail.
23.	General	Revisions	Please include the below mentioned clause:- ___ no. of engineering revisions and ____ no. of hard copy deliverables are to be considered in the pricing. Any additions, for	Tender conditions prevail.

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			reasons not attributable to TCE shall be charged extra.	
24.	General	Compensation Validity	Please include the below mentioned clause:- The consultant's compensation shall be valid till ___(Date). If Project gets extended beyond this date for reasons not attributable to TCE; TCE's compensation for balance scope of Project shall be escalated at ___% per annum.	Tender conditions prevail.
25.	General	Consultant's Deliverables	Please include the below mentioned clause:- The Consultants' deliverables shall be commented upon / confirmed as accepted within ___ days since TCE submits the same. In the event of no such comments / confirmation, the said deliverables shall be deemed accepted & will become eligible for payment against it.	Tender conditions prevail.
26.	Last Date and time for Receipt of Tenders	08.07.2024, 16:00	We request you to consider **at least 1 week extension** for Proposal submission from the receipt of Response to all Bidders' Queries. **Please confirm.**	Tender conditions prevail.

EE(WWM-STP)K&T
BWSSB